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1. CONTINUATION OF THE SF 1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

A. Blocks 19 - 24 are completed as follows:

Basic

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Performance Work Statement.	12	МО	\$	\$
0001AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423,	1	-	NCD*	NCD
	Contract Data Requirements List.	1	LO	NSP*	NSP

^{*} Not Separately Priced

Option I

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0002	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Performance Work Statement.	12	МО	\$	\$
0002AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

otal Amount for Option	n I: \$	
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Option II

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0003	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Performance Work Statement.	12	МО	\$	\$
0003AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

Total Amount for Option II: \$_____

Option III

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0004	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Performance Work Statement.	12	МО	\$	\$
0004AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

Total Amount for Option	n III: \$
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Option IV

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0005	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Performance Work Statement.	12	МО	\$	\$
0005AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

Total Amount for Option IV: \$	-
Total Amount for all CLINs: \$	

B. Block 25 is completed as Attachment (4).

2. ADDENDA TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003)

A. PERIOD OF PERFORMANCE

The period of performance (POP) shall be from date of contract award through twelve (12) months thereafter, with four (4) options each extending the POP by an additional twelve months, if exercised.

B. AUTHORIZED GOVERNMENT REPRESENTATIVES

Authorized Government Representative (AGR) for Inspection and Acceptance - * ,Code * ,Telephone number * .

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email safety@nrl.navy.mil

* (To be filled in at time of award)

C. ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

D. REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 30 July 2004, which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/home.htm.

E. GOVERNMENT FURNISHED PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered

to remain in the possession and control of the NRL for responsibility and accountability purposes.

The Government will provide office space accessible to the disabled, with basic office equipment, including a personal computer with internet and intranet capabilities. The Government at no expense will provide one telephone in the office to the contractor. The telephone will have availability to place and receive business-related long distance calls.

The Government will provide the contractor with the necessary existing, new, or revised directives or guidance relative to the performance of the contract as well as a customer survey to be provided to clients by the contractor.

The Government will provide appropriate equipment and meeting facilities for counseling groups and conducting quarterly seminars. The Government will provide Lab-Wide advertising of seminar events developed from copy provided by the Contractor.

The Government will provide an interpreter for hearing impaired employees requiring services.

F. EXERCISE OF OPTIONS (AWARD TERM)

This contract is for a one-year period with four options each of which would extend the contract period by one year. The contractor may earn extensions of the contract period to a maximum of five years on the basis of "Fully Successful" performance described herein. The decision to exercise the option for Line Item 0002 (corresponding to year 2) will be made without regard to the performance evaluation procedure described herein.

The decision to exercise the options for Line Items 0003, 0004 and 0005 (corresponding to years 3, 4 and 5) will be made on the basis of the contractor's evaluated performance during the preceding "Evaluation Period." The decision to exercise the option for year 3 will be based on the evaluated performance during the first evaluation period (the period from Date of Award (DOA) through 18 months after the DOA). The decision to exercise the option for year 4 will be based on the evaluated performance during the second evaluation period (the period from 18 months after DOA through 30 months after DOA). The decision to exercise the option for year 5 will be based on the evaluated performance during the third evaluation period (the period from 30 months after DOA through 42 months after DOA).

The contractor's performance will be evaluated at the end of the specified evaluation periods if the contract remains in effect. If the contractor's performance during the first evaluation period is rated "Fully Successful," the contractor earns Year 3. If the contractor's performance during the second evaluation period is rated "Fully Successful," the contractor earns Year 4. If the contractor's performance during the third evaluation period is rated "Fully Successful," the contractor earns Year 5.

Evaluation of the contractor's performance will be made by the Authorized Government Representative (AGR) in accordance with the criteria stated in Attachment (3) to this contract. The evaluation will be completed at the end of the first, second and third evaluation period if

the contract is in effect. The AGR will forward a written evaluation report to the Contracting Officer no later than 60 days after the end of the evaluation period. The decision to award the extension of the contract period will be made by the Contracting Officer. The decision will be provided to the contractor no later than 90 days after the end of the evaluation period. If the contractor is rated less than "Fully Successful" a copy of the written evaluation report will be provided to the contractor and the contractor afforded an opportunity to make comments. The contractor may request reconsideration of a decision by the Contracting Officer to not award an extension. The Contracting Officer's decision will be final and not subject to dispute.

Notwithstanding a "Fully Successful" evaluation, no option to extend the period of the contract will be exercised unless it is determined that the Government has a continued need for the services and the prices of the optional services are fair and reasonable.

G. REMITTANCE ADDRESS

* (To be filled in at time of award, if applicable)

3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(Contracting Officer check as appropriate.)

	52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C.253g and 10 U.S.C.2402).
(2)	52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (<i>if the offeror elects to waive the preference, it shall so indicate in its offer</i>) (15 U.S.C. 657a).
(4)	(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994)
	(ii) Alternate I (MAR 1999) to 52.219-5
	(iii) Alternate II (JUN 2003) to 52.219-5

	(5)	(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
		(ii) Alternate I (OCT 1995) of 52.219-6
		(iii) Alternate II (MAR 2004) of 52.219-6
	(6)	(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
		(ii) Alternate I (OCT 1995) of 52.219-7
		(iii) Alternate II (MAR 2004) of 52.219-7
	(7)	52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C.637 (d)(2) and (3)).
	(8)	(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C.637 (d)(4)).
		(ii) Alternate I (OCT 2001) of 52.219-9.
		(iii) Alternate II (OCT 2001) of 52.219-9.
	(9)	52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C.637(a)(14)).
	(10)	(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer)
		(ii) Alternate I (JUN 2003) of 52.219-23.
	(11)	52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323).
	(12)	52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(13)	52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
\boxtimes	(14)	52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
	(15)	52.222-19, Child Labor –Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
	(16)	52.222-21, Prohibition of Segregated Facilities (Feb 1999)
	(17)	52.222-26, Equal Opportunity (APR 2002)(E.O.11246).
	(18)	52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.4212).
	(19)	52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C.793).

(20)	52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.4212).
(21)	(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
(22)	(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
	(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
(23)	52.225-1, Buy American Act – -Supplies (JUN 2003) (41 U.S.C.10a – 10d).
(24)	(i) 52.225-3, Buy American Act –Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C.10a –10d, 19 U.S.C.3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78,108-286).
	(ii) Alternate I (JAN 2004) of 52.225-3.
	(iii) Alternate II (JAN 2004) of 52.225-3.
(25)	52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(26)	52.225-13,Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s. proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(27)	52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O.12849).
(28)	52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O.12849).
(29)	52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(30)	52.232-30,Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
(31)	52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
(32)	52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
(33)	52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
(34)	52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C.552a).
(35)	(i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241and 10 U.S.C. 2631).
	(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items :

<u> </u>	52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C.351, et seq.).
<u> </u>	52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C.206 and 41 U.S.C.351, et seq.).
(3)	52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

(Contracting Officer check as appropriate.)

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (FEB 2002) (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C.351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause
 - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the

subcontract (except subcontracts to small business concerns) exceeds \$5000,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O.11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
- (vii) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (3) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- 4. 252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (JAN 2005)

(a)	The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
\boxtimes	52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).
(b)	The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
	252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
	252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
	252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
	252.225-7001 Buy American Act and Balance of Payments Program (APR 2003)

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(41 U.S.C. 10a-10d, E.O. 10582).
252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C 2533a).
252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
252.225-7036 Buy American ActFree Trade AgreementsBalance of Payments Program (JAN 2005) (Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534 (a)(3)).
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) [and similar sections in subsequent DoD appropriations acts]).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227)
252.243-7002 Requests for Equitable Adjustment (MAR 1998)(10 U.S.C. 2410).
252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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	☐ (Alternate I) (MAR 2000) ☐ (Alternate II) (MAR 2000) ☐ (Alternate III (MAY 2002) (10 U.S.C. 2631).
	252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c)	In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
	252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
	252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
	252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DFARS:

252.204-7004 Required Central Contractor Registration (NOV 2001)

5. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS:

ATTACHMENT (1) Performance Work Statement – 7 Pages

ATTACHMENT (2) Personnel Qualifications – 1 Page

ATTACHMENT (3) Government Quality Assurance Plan – 3 Pages

ATTACHMENT (4) Accounting and Appropriation Data - 1 Page *

EXHIBIT (A) Contract Data Requirements List, DD 1423 - 2 Pages

(* To be included at time of award)

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6. ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS- COMMERCIAL ITEMS (JAN 2005)

7. FAR 52.212-2 - EVALUATION - COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - (I) Technical Capability Each proposal will be evaluated on compliance with solicitation requirements, technical excellence, management capability, personnel qualifications and prior experience for accomplishing the tasks described in the Performance Work Statement.
 - (II) Past Performance Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information.
 - (III) Price Proposed price to the government.

Technical and Past Performance, when combined, are significantly more important than cost or price.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

8. OFFEROR REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and submit with its proposal *Offeror Representations and Certifications-Commercial Items*, which are available electronically in full text at: http://heron.nrl.navy.mil/contracts/repsandcerts.htm

Use Commercial Item Representations and Certifications: "B"

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ATTACHMENT (1) PAGE 1

PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION

42 U.S.C. 4541 (Public Law 91-616, as amended) and U.S.C. 1101 Public Law 92-255, as amended) provides that Federal agencies shall be responsible for developing and maintaining appropriate prevention, treatment, and rehabilitation programs and services for Federal civilian employees with alcohol or drug problems. Additional legislation has authorized agencies to extend these programs to other personal problems that adversely affect job performance. Where feasible, these program services should be extended to families of employees with such problems and to employees with alcohol or drug dependent family members. The goal of the Counseling and Referral Service (C/RS) is to assist civilian employees in achieving optimal job performance through resolution of problems caused by misuse of drugs, alcohol, or due to other personal, emotional, or behavioral problems. In order to accomplish these objectives, the Department of Navy requires each field activity employing 100 or more civilians to maintain a Civilian Employee Assistance Program (CEAP). The specific program requirements are set forth in the Department of Navy Civilian Personnel Instruction (CPI) 792, subject, "Department of the Navy Civilian Employee Assistance Program."

C.2 SCOPE

The Contractor shall provide counseling and referral services (C/RS) to approximately 2,377 Naval Research Laboratory, Washington, DC (NRL-DC) employees who are management, union, or self-referred, as well as, NRL employee family members in circumstances defined. In order to meet the requirements of CPI 792, a C/RS for the Naval Research Laboratory must be established to provide limited diagnostic counseling, referral, training/education, and other assistance to NRL employees and family members. The range of problems to be covered includes alcohol, drug abuse, mental health problems, and other personal problems, which may adversely impact on the employee's job performance, attendance or conduct. Counseling appointments shall be scheduled at NRL Monday through Friday, 8:00 to 4:30, excluding Federal holidays, and shall be scheduled within 3 working days of initial contact. The contractor shall provide counseling and referral program, administrator/counselor and other counselor(s) as needed for adequate coverage.

The approximate number of employees covered by this C/RS are located at:

- 4555 Overlook Ave., SW, Washington, DC (2,331 employees);
- Chesapeake Beach, Patuxent River Naval Air Station, Pomonkey, and Blossom Point, MD (23 employees);
- Arlington, Chantilly, Quantico, Rosslyn, and Stafford, VA (23 employees).

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C.3 DEFINITIONS

C.3.1 Authorized Government Representative (AGR). Activity civilian employee who represents the Government in the administration of technical details within the scope of this contract and inspection and acceptance of services delivered under this contract.

- C.3.2 Activity/Command Drug Program Coordinator (DPC). Activity civilian employee appointed to direct, administer, and manage the Drug-Free Workplace Program (DFWP) on behalf of the activity/command.
- C.3.3 Other Government Representative (OGR). The OGR is defined as any NRL manager or Human Resource Office staff specialist who performs one of the following roles related to the client(s) being counseled:
 - 1. A supervisor or manager who has referred an employee to the C/RS,
- 2. Any Human Resource Office staff specialist (including the Drug Program Coordinator) performing oversight of the employee's case for the purpose of advising managers for appropriate action in behalf of the activity/command, and
 - 3. The Authorized Government Representative (AGR).

C.4 SPECIFIC CONTRACTOR TASKS

- C.4.1 <u>Counseling Function</u> Employees may be referred to the program through self-referral, supervisor and labor representative initiated referrals, drug-testing programs, occupational health units, or other sources. An in-person appointment will be provided to the participant within 3 working days of the initial contact or as scheduled by a management official. When a client is involved in a crisis situation (which is defined herein as any situation perceived by the client or the counselor as a crisis), the contractor will provide or arrange for immediate assistance within four (4) hours of the request. It will be the responsibility of the employee or the employee's health insurance to cover the cost of additional services for which they are referred. All counseling sessions will become part of the participant's confidential patient record.
- C.4.1.1 <u>Intake Assessment</u> The Initial intake assessment by a qualified CEAP counselor can be conducted via telephone or in person. The objective of the initial assessment will be to:
 - (1) Create a confidential patient record;
 - (2) Screen and determine basic assistance requirements; and
 - (3) Schedule in-person or follow-up counseling sessions within three days.

C.4.1.2 <u>Individual Counseling</u>. Individual counseling includes, but is not limited to:

- (1) An interview by a qualified CEAP counselor;
- (2) Obtaining an employee's signed release information in the case of a management referral;
- (3) Initial assessment and diagnosis of the problem;
- (4) Consulting, if necessary, with a specialist in the problem area;
- (5) Providing consultation/information to referring OGR within two working days of employee's counseling or as scheduled by the management official (in writing if requested by OGR);
- (6) Providing up to six personal counseling sessions to the employee at no cost;
- (7) Referring participants to the NRL Medical Clinic, a private physician, local community treatment and rehabilitation resources, or educational resources, as may be appropriate, for further evaluation, diagnosis and treatment, and assisting in making arrangements for utilizing these resources;
- (8) As appropriate, providing client with information relative to options and/or benefits of the client's Federal Health Benefits Program plan.
- (9) Monitoring the employee's progress in and cooperation with the course of action recommended, and assisting where appropriate in job adjustment;
- (10) In the case of referrals for illegal use of drugs, recommending a delay in initiation of follow-up drug testing where appropriate, and notifying the DPC when the initial period of treatment is complete and follow-up testing should begin;
- (11) Advising the referring management official of the employee's progress in and cooperation with recommended action, including at the point when an employee successfully completes action or fails to comply (in writing if so requested);
- (12) Maintaining contact with the community resource to which the employee is referred and with the employee;
- (13) Providing the full range of counseling services, defined by this contract, to self-referred employees, with the exception that these clients will not be asked to sign a consent statement releasing information to their supervisor;
- (14) Allowing a self-referred client to drop out of counseling whereby no further action will be taken, strictly observing confidentiality requirements.
- C. 4.1.3 <u>Group Counseling</u> In the case where an entire work group is subjected to workplace conflict or stress, the Contractor shall provide counseling and stress management services when referred by an OGR. In the case where an entire work group is subjected to a traumatic incident, the Contractor shall provide Critical Incident Stress Management (CISM) services. Initial consultation services to determine the need for group counseling for a traumatic incident will occur with the OGR within 4 hours following the incident.

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C.4.1.4 Family Member Counseling The contractor shall provide counseling, to the extent feasible, to family members of employees where the employee is involved in the C/RS; the employee is an alcoholic, drug abuser, or experiencing emotional/behavioral problems; or the employee's family member is an alcoholic, drug abuser, or experiencing emotional/behavioral problems, and the situation is causing stress which impacts the employee's job performance.

Family member is interpreted to mean immediate dependents of employees, i.e., spouse, dependent children, or other immediate family member who qualifies as a dependent for Federal/State income tax purposes.

- C.4.2 <u>Health Promotion and Education of Employees</u> The contractor shall provide an ongoing program of health promotion and education with emphasis on job performance issues and problems by:
- C.4.2.1 Conducting quarterly group seminars for NRL employees at least one hour in length, typically presented as Brown-Bag Luncheons. Topics shall be pre-determined by the Contractor within three weeks after contract award, unless an organizational issue arises whereupon an urgent topic may be suggested by an AGR. The Contractor shall provide a written description of the seminar topic and schedule the seminar six weeks in advance to allow adequate lead time for advertising by the NRL HRO. Topics to be included, but not limited to, are alcohol and substance abuse; marital, divorce, and other family concerns; job-related, career, interpersonal, or other stress-related concerns; legal and financial issues; weight and eating disorders; smoking cessation; psychiatric, psychological, behavioral, and mental disorders; child care and elder care; and other employee problems, concerns, or disorders that impact the employees ability to perform employment responsibilities.
- C.4.2.2 Conducting an annual seminar for special interest or target groups, EEO Supervisors, and/or presentations to the Federal Women's Programs. Contractor will be proactive in approaching NRL's special interest groups with topic and speaker suggestions. Requirement can be omitted for any given year at NRL's discretion.
- C.4.2.3 Providing input in the content of NRL's informational and educational resources on topics falling within the contractor's expertise.
- C.4.2.4 Providing availability of an informational website or other self-help resource for employees such as a health and wellness newsletter for all covered employees.

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C.4.3 Maintain Record System

C.4.3.1 The Contractor shall plan, develop, use, maintain and manage a Record System in accordance with applicable laws relating to alcohol and drug prevention, treatment, and rehabilitation; the Privacy Act of 1974; and any other applicable laws, regulations, and guidelines governing confidentiality of counseling and medical records. The Contractor will be subject to the penalties imposed by such laws for improper disclosure. The Record System must be approved by the OGR prior to implementation. The Contractor must have an approved system in place no later than 15 days after contract award.

- C.4.3.2 The Contractor shall be responsible for maintaining complete, individual case files for every employee or family member who utilizes the counseling services. The case files will include the required data from laws and regulations, which must be reported to the OGR on a quarterly basis (see C.6.2). Such records must be maintained in accordance with the confidentiality requirements of:
 - 1. The Privacy Act of 1974, Public Law 93-579;
- 2. Public Law 92-255, as amended by Public Law 93-282, 42 C.F.R. Part 2 (2001), Confidentiality of Alcohol and Drug Abuse Patient Records; and,
- 3. 45 C.F.R. Parts 160, 162 and 164 (implementing provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191.
- C.4.3.3 All records pertaining to the C/RS are considered to be under the jurisdiction of the NRL Human Resources Office. Upon termination of this contract, all records shall be surrendered to the NRL Human Resources Office, Employee Relations Branch who administers the CEAP.

C.5 CONTRACTOR FURNISHED ITEMS

- C.5.1 On-Going Promotional Materials The contractor shall provide the government, in electronic format or reproducible template format, advertising and promotional materials regarding EAP services, and educational self-help resources.
- C.5.2 <u>Management Reports</u> The contractor shall prepare and forward to the TM electronically, a CEAP report containing the following with statistical reports on a quarterly basis, ending each year with a summary report.
 - 1. Total number of new cases.
 - 2. Total number of reopened cases.

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- Number of alcohol cases.
- 4. Number of other drug cases.
- 5. Number of emotional and other cases.
- 6. Number of employees helped by counseling client, supervisor or counselor reports that the problem was resolved and job performance is at an acceptable level, separate by client, supervisor, and counselor.
- 7. Number of employees not helped by counseling the client's problem was not resolved; performance, attendance or conduct is still unacceptable.
- 8. Number of employees for whom it is too early in the counseling program to judge whether they have been helped - job performance has improved but is not yet at an acceptable level, separate as reported by client, supervisor, counselor.
 - 9. Number of self-referrals no management action.
 - 10. Number supervisory referrals.
 - 11. Number NRL employee cases.
 - 12. Number NRL family member cases.
- 13. Number of nonsupervisory employees who received C/RS or alcohol/drug training.
- 14. Number of supervisory employees who received C/RS or alcohol/drug training.
 - 15. Man-hours expended on C/RS.
- 16. Description of any CEAP-related training the contractor underwent during the quarter.
- 17. Report of contractor's contributions to any C/RS-related education/training/ information programs during the quarter. State the Title, duration, and number of employees attended.
- 18. Statistical information on all cases by grade range, pay plan status, job category, length of service (range), gender, age range, race, education, marital status, referral source, problem category.

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C.6 EXPERT TESTIMONY The Contractor must agree to provide an expert witness for the agency, even if the contract has expired, provided that the appellant/employee concerned was a recipient of CEAP services prior to the expiration of the contract. The Contractor would also be obligated to follow up with the appropriate treatment resources and track participation of such appellant/employee in order to be able to provide accurate and complete testimony as outlined below. Testimony would include, but is not limited to opinions on an appellant's physical or mental ability to perform assigned duties and responsibilities, satisfactory participation in the CEAP, etc. Testimony would be required when pertinent to any claims arising before any administrative or judicial body brought against the NRL or any of its serviced activities as specified under the terms of the contract.

C.7 CEAP COUNSELORS The Contractor must provide a list of the CEAP counselors with addresses and telephone numbers to the TM. If requested by the TM, the Contractor will provide a copy of each of the dated and signed affiliate agreement(s) and proof of licensure between the counselor(s) and the Contractor. In addition, the designated Contractor POC must be available for consultation with the TM through a direct telephone line during regular office hours, sited at C.2.

C.8 CONTRACT TRANSITION PERIOD Following the expiration of the contract, the Contractor is obligated to follow-up with appropriate treatment resources and track participation of employees in the CEAP until the transition to a new contract is completed (normally about 30 days). This obligation may require the submission of corrected or supplemental reports.

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PERSONNEL QUALIFICATIONS

All counselors assigned responsibility for any part of the intake, counseling, and referral process with employees, dependents or supervisors must have at least the following minimum qualifications:

- **a.** A Masters Degree in psychology, counseling or clinical social work from an accredited college or university.
 - **b.** A minimum of five years (may be combined) in the following:
- Clinical and work experience providing EAP assistance to business, industry or government agencies in order to assess the probable cause of an employee's work performance problems or misconduct.
- Demonstrated knowledge in the area of alcoholism and other chemical dependencies.
- **c.** All counselors must have licenses, permits, and insurance required to perform the services covered by this contract.

GOVERNMENT QUALITY ASSURANCE PLAN

	COUNSELII	NG	
Required Service	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Intake Assessment	Intake counselor(s) available M-F, 8am-4:30pm, excluding Federal holidays New patient records created prior to first counseling session In-person or follow-up counseling scheduled within 3 workdays of initial contact Customer surveys indicate high rate of satisfaction; customer complaints and/or surveys indicating less than satisfactory service will not exceed .05% of new cases for any given period.	No deviation, unless approved by AGR.	Customer Feedback. AGR keeps a customer complaint log. Contractor provides customer with an anonymous government-furnished survey to be forwarded to AGR when completed. OGR input.
Individual, Group, and Family Member Counseling	Effective assessment, diagnosis, treatment, referrals, and monitoring of progress; individual case record kept accurate and up to date 100% observance of strict confidentiality requirements Contractor provides reports to AGR that meet timeliness and content Major case milestones (e.g. completion of treatment and follow-up testing) reported to AGR within 24 hours of discovery by contractor Customer surveys and AGR input indicate a high rate of satisfaction with services; complaints and/or surveys indicating less than satisfactory services will not exceed .05% of cases for any given period.	No deviation unless approved by AGR.	Customer Feedback and random sampling of case records. AGR keeps a customer complaint log. Contractor provides customer with an anonymous Government-furnished survey to be forwarded to AGR when completed. OGR input.

Incentives/Disincentives: Outstanding (Fully Satisfactory) or Unacceptable (Less Than Fully Satisfactory) performance is documented in Past Performance Reports.

Н	EALTH PROMOTION AND EDU	JCATION OF EMI	PLOYEES
Required Service	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Seminars	No less than 4 one-hour seminars each year, scheduled six weeks in advance AGR shall receive no more than two valid complaints concerning quality or presentation of seminars per year.	No deviation unless approved by AGR.	Audits of seminars by AGR and government-conducted customer survey feedback.
Development of training	Provides subject-matter expertise in the development of informational and educational resources on topics falling within the contractor's knowledge base.	No deviation unless approved by AGR.	Subject content and timeliness of submissions will be reviewed by the AGR.
Self-help materials (website and/or newsletter)	Informational website available for self-help at all times and/or a quarterly newsletter is provided by email to the AGR.	No deviation unless approved by AGR.	Audit of self-help materials and timeliness of their delivery to AGR.

MAINTENANCE OF RECORD SYSTEM								
Required Service	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance					
Individual Case Files	Case file initiated and maintained for all clients All records are maintained in accordance with the confidentiality requirements required by law.	No deviation unless approved by AGR.	Random sampling of case files. Customer feedback. Review complaint logs. Quality control meetings with OGRs who refer clients to counseling.					

Incentives/Disincentives: Outstanding (Fully Satisfactory) or Unacceptable (Less Than Fully Satisfactory) performance is documented in Past Performance Reports.

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	DOCUMENT RE	PORTING	
Required Service	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance
Quarterly and Yearly Reports	Reports are submitted to the AGR within two weeks following the end of the reporting period at least 95% of the time Each report containing statistical or required information is at least 98% accurate.	No deviation unless approved by AGR.	AGR periodic review of reports for timeliness. Periodic AGR review of method collection and accuracy of statistical data.

Incentives/Disincentives: Outstanding (Fully Satisfactory) or Unacceptable (Less Than Fully Satisfactory) performance is documented in Past Performance Reports.

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